the plaintiff, and hence there should be no recovery. But the court said that the pledgor's cause of action arose when the pledgee first disposed of the note, and nothing subsequent could undo that transaction. The decision was probably correct, although the judge below reached the opposite conclusion. Just as in conversion one can practically force the wrongdoer to buy the converted article, so here in "case," when once the tortious act has been committed, the pledgee cannot take away the pledgor's right of action, or even mitigate damages by tendering the note, unless the pledgor elects to accept it. *Carpenter* v. *Dresser*, 72 Me. 377.

TRUSTS — PURCHASER FOR VALUE — NOTICE. — *Held*, that a purchaser of a mortgage belonging to a trust estate, who knows the mortgage to be trust property, but who has learned upon inquiry that the trustee has a general power to change the securities, is not protected where the instrument creating the trust provides that the written consent of the beneficiary to such change shall not be necessary. He is chargeable with the knowledge of the contents of such instrument. *Suarez* v. *De Montigny*, 37 N. Y. Supp. 503.

The view taken tends to make the trustee's right the test in such cases, rather than the purchaser's diligence. It closely resembles the doctrine of agency, which charges one who takes a negotiable instrument, signed "per proc." with knowledge of the contents of the power of attorney creating the authority so to sign. *Attwood* v. *Munnings*, 7 B & C. 278. The court, however, does not go to the extent of saying that one who knowingly deals with a trustee does so at his peril.

WILLS — ADEMPTION OF GENERAL LEGACY. — *Held*, that a general bequest to a child of a share of testator's personalty may be satisfied *pro tanto* by a conveyance of real estate during the life of the testator, where such is the clear intention. *Carmichael* v. *Lathrop*, 66 N. W. Rep. 350 (Mich.). See NOTES.

WILLS — CONSTRUCTION — VARYING TECHNICAL WORDS. — Devise to A, and, if she have heirs, to her heirs; but if she die without "heirs or heirs of her body," remainder over. A child was born and died. *Held*, that, taking the will in its entirety, with its disregard of precise terms, considering the testator's condition and circumstances, he meant "children"; and so A had but a life estate, and the rule in *Shelley's Case* was not to be applied to give a fee. *Campbell* v. *Noble*, 19 So. Rep. 28 (Ala.).

The case is an interesting instance of the variation by the court of the strict legal meaning of words of inheritance. Such a variation is warranted under certain circumstances. *Roberts* v. *Edwards*, 33 Beav. 259; *Symers* v. *Jobson*, 16 Simons, 267; 2 Jarman on Wills, 6th Am. ed., 91. When the words of a will do not convey a clear meaning in themselves, the court may consider the surrounding circumstances and the condition of the testator in order to discover his intent. Per Lord Wensleydale, in *Grey* v. *Pearson*, 6 H. of L. Cas. 106; Wigram on Extrinsic Evidence, §§ 10-14; 1 Jarman on Wills, 6th Am. ed., 413, note.

REVIEWS.

COMMENTARIES ON THE LAW OF PRIVATE CORPORATIONS. By Seymour D. Thompson, LL. D. San Francisco: Bancroft-Whitney Co. 1895-1896. 6 Vols., pp. cclii, 6886.

The appearance of this book was heralded by a bookseller's circular, announcing it as "The One and Only Great Work." Since its publication, commendation equally strong has been bestowed by eminent jurists. From this unqualified praise some dissent must be expressed. The book is *not* "the one and only great work," except in the sense that it undertakes to cover the whole ground and discusses various special topics more fully than any other treatise. As a discussion of the crucial difficulties of corporation law, and as a help to their solution, it is not superior to two other books already before the public. That Judge Thompson's work is of great value, no one can doubt. Lawyers cannot afford to ignore it. The writer of this notice has purchased the six volumes, and does not regret his bargain. But, while this book must be used alongside of

Morawetz and Taylor it will not supersede either of those excellent works.

Judge Thompson's book has marked excellences, but is not without defects.

Among the author's most conspicuous merits are courage and earnestness. He writes without having before his eyes the fear of man, not even of man clothed in judicial ermine. He calls a spade a spade, and never hesitates to denounce what he deems error, even though it be indorsed by the weight of authority. As compared with the conventional and non-committal tone of some other legal authors, one might apply to Judge Thompson what was said of Baron Martin on the Bench: he is "like a rough and healthy breeze in an overladen atmosphere." But the vehemence with which he has espoused certain views on some controverted points has occasionally prevented him from seeing that there are really two sides to the dispute; and his discussion is less valuable than if he had fully realized all the difficulties inherent in the matter.

Again, it is a great merit of the work that it covers various special topics not often so fully discussed in other books on the same general subject. (See, for instance, Chapter 87, on "Right to Inspect Books and Papers.") But the author frequently errs on the side of diffuseness. Probably this is largely due to his desire, expressed in the Preface (pp. viii and ix "to treat every topic with such fulness of detail that the state of the law in respect of it could be learned *from the pages of the work*, and without the necessity of the reader searching the adjudged cases." His motive is praiseworthy, but it was practically impossible completely to carry out the wish; and the attempt has unduly expanded the text. The work would have been worth more if the six volumes had been condensed into three. Moreover, upon some topics the salient points are not brought out as clearly as could be desired. No doubt each chapter contains a few sentences which were intended by the author as a brief summary of the results of his investigations. But these sentences are not always put in such a place or form as to impress their importance upon a reader not already familiar with the subject.

In the citations of authorities some omissions have been noticed. In Vol. 5, s. 5787, under "Devises to Corporations when their Statutory Limit has been Reached," there is no mention of the important case of *Trustees of Davidson College* v. *Ex'rs. and Next of Kin of Chambers*, 3 Jones Eq. (N. C.) 253. In the same section, *De Camp* v. *Dobbins*, 29 N. J. Eq. 36, is cited without any mention of the report of the same case in the Court of Errors, 31 N. J. Eq. 671. The result reached by the lower court was there affirmed, on the ground that the corporation had capacity to take property to the amount in question; but the opinion of BEASLEY, C. J., expresses some views generally regarded as quite divergent from those of the Chancellor in the court below. (See 31 N. J. Eq., pp. 690 to 693; and compare the comments of PECKHAM, J., 19 N. E. Rep., pp. 251 and 254, 255.) Like most other writers on corporations, Judge Thompson appears to have overlooked the interesting early case of *Naylor* v. *Brown*, Finch, 83, as to the rights of creditors against the property of a dissolved corporation. In Vol. 4, s. 4569, upon the question whether the plaintiff in a stockholder's bill must have been a stockholder at the time of the grievance complained of, no mention is made of *Winsor* v. *Bailey*, 55 N. H. 218. The "Table of Cases Cited" does not contain either *Tomkinson* v. *South Eastern R. Co.*, L. R. 35 Ch. D. 675, or *Scarth* v. *Chadwick*, 14 Jurist, 300, relating to the question whether a stockholder's bill may be

disposed of, against his will, by paying his proportion of the alleged misappropriation (reckoning the proportion according to the number of the plaintiff's shares as compared with the whole number). The case of *Henderson* v. *Bank of Australia*, L. R. 40 Ch. D. 170, is cited only as to "Notice of Meeting" (Vol. 3, s. 3862), and not as to the power of a corporation to pension the family of a deceased official. There is no citation of *Taunton* v. *Royal Ins. Co.*, 2 Hem. & Miller, 135, where a dissenting stockholder failed to obtain an injunction restraining the corporation from paying losses not legally collectible under the policy; nor of *Hutton* v. *West Cork R. Co.*, L. R. 23 Ch. D. 654, where it was held that a company in process of winding up cannot, against the objection of a holder of debenture stock, expend a portion of its funds in gratuities to servants or directors. Nor is there any reference to the cases of *People* v. *England*, 27 Hun, 139, *In re Greene*, 52 Fed. Rep. 104, p. 119, and *Brundred* v. *Rice*, 49 Ohio St., p. 650 (s. c., 32 N. E. Rep., p. 172), as to the liability of a stockholder for the crime, tort, or *ultra vires* contract of a corporation. There is no mention of *Northern R. R.* v. *Concord R. R.*, 50 N. H. 166, where a contract made by a board of directors, near the end of their term, for the purpose of preventing the management of the road from passing into the hands of their successors, was held invalid because of such purpose.

Of course, no one can complain that the book does not contain all the latest authorities up to the very moment of going to press. But it is to be regretted that the Preface, dated January 1, 1895, does not state the precise time to which the authorities are brought down. In the absence of any explanation on this point, some readers may assume that the work gives all important corporation cases appearing in the advance numbers of The West Company Reporters during the year 1893. Such an assumption would be erroneous, as may be seen by looking in vain for *Mobile & Ohio R. Co.* v. *Nicholas*, 12 So. Rep. 723, or *Beitman* v. *Steiner*, 13 So. Rep. 87.

A few mistakes in proof-reading and verification of references have been noticed. Vol. 5, s. 6428, "burroughs" for boroughs. Vol. 4, s. 4564, "Chief Justice Rolt" for Lord Justice Rolt (as correctly named in s. 4566, note 1). Vol. 1, s. 90, "Chancellor Green" for Chancellor Zabriskie (an error which was probably copied from 90 Am. Dec. 618). In Vol. 1, s. 67, note 1, the celebrated English case of *Natusch* v. *Irving* is credited to the Tennessee Reports, being cited as found in "2 Coop. Ch. (Tenn.) 358," instead of in 2 Cooper Eng. Chan. Rep., *Tempore* Cottenham, 358 (or, as elsewhere cited by Judge Thompson, in the Appendix to Gow on Partnership). J. S.

A TREATISE ON THE AMERICAN LAW OF ATTACHMENT AND GARNISHMENT. By Roswell Shinn of the Chicago Bar. Indianapolis: The Bowen-Merrill Company. 1896. 2 vols., pp. xxxi, x, 1623.

The author's aim has been "to state the rules and principles of construction and procedure of what may be termed the American Law of Attachment, including Garnishment," and not "to set out the separate statutory provisions." That this purely statutory branch of the law is susceptible of a general treatment has been demonstrated by Drake and other writers. There can be no doubt that a reliable book of reference is almost indispensable to the modern practitioner. The object of the